

RE MRD 8-3-98

08-07-1998

Box Assignment
Commissioner of Patents and
Washington, D.C. 20231



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RECORDATION FORM COVER SHEET -- TRADEMARKS

(Form PTO-1594)

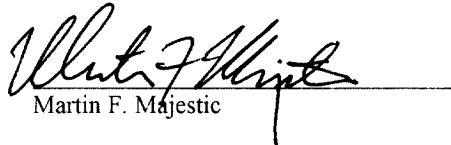
Please record the attached original documents or copy thereof:

1. The name of the conveying party is DOLE FOOD COMPANY, INC., a Hawaii corporation.
2. The name and address of the party receiving the interest is MADE IN NATURE, INC., 4340 Redwood Highway, Suite F236, San Rafael, California 94903, a California corporation.
3. The nature of the attached document is a RELEASE OF SECURITY INTEREST, which was executed on July 23, 1998.
4. In connection with:
 - A. The trademark/service mark application(s) numbers:
74/583,178 NATIVE FARMS
 - B. The trademark/service mark registration(s) numbers:
1,779,065 MADE IN NATURE
1,798,053 MADE IN NATURE CERTIFIED ORGANIC
& DESIGN
5. The name and address to whom all correspondence concerning this document should be mailed is:

Martin F. Majestic
MAJESTIC, PARSONS, SIEBERT & HSUE PC
4 Embarcadero Center, Suite 1100
San Francisco, California 94111-4106
Telephone: (415) 248-5500
Telefacsimile: (415) 362-5418
6. A total of three (3) applications and/or registrations is/are involved in this request.
7. The fee of \$40 for the first property plus \$25 each for the others, or a total of \$90.00, is enclosed to cover the costs of recordal.
8. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 13-1030.
9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

MAJESTIC, PARSONS, SIEBERT & HSUE PC


Martin F. Majestic

Dated: July 30, 1998.

Atty. Docket: 2807.011XX0
2807.001US0, 2807.002US0, 2807.006US0

The total number of pages (including cover sheet, attachments, and document) is 10.

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TRADEMARK

CONFIRMATORY

RELEASE OF SECURITY INTEREST IN TRADEMARKS

RECITALS

(A) Pursuant to an "Agreement" executed effective May 28, 1996, between Made In Nature, Inc., a California Corporation ("MIN") and Dole Food Company, Inc., a Hawaiian Corporation ("DOLE"), DOLE has obtained a security interest in the entire right, title and interest of MIN in and to certain trademarks and Registrations and an Application therefore, in the United States, as set forth in Schedule A to the "Agreement".

(B) A copy of said "Agreement" and recordal cover sheet as recorded at Reel 1496, Frames 0168-0171, in the United States Patent and Trademark Office is attached hereto as EXHIBIT 1;

(C) The indebtedness of MIN to DOLE, which was the reason for the transfer of security interest evidenced by the "Agreement" shown in Exhibit 1, has been fully satisfied and paid in full in accordance with the terms of a Note and Security Interest Termination Agreement effective June 11, 1998, a copy of which is attached hereto as EXHIBIT 2;

(D) DOLE, as a secured party of record listed in the records of the United States Patent and Trademark Office, hereby wishes to release back to MIN nunc pro tunc as of June 11, 1998, all of its security interest in and to the trademarks in the United States and Registrations and Application therefore, identified in the Schedule A to the "Agreement"; Accordingly,

CONFIRMATORY RELEASE OF SECURITY INTEREST

DOLE hereby confirms its release to MIN of all of the security interest presently held by it in and to the trademarks, and in an to the United States Registrations and Application

therefore, including all of the general intangibles related to said marks and registrations as set out in said Schedule A of the "Agreement", as reproduced below:

SCHEDULE A

UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration. No./ Date Registered</u>	<u>Goods/Services</u>
MADE IN NATURE	73/818,252	August 10, 1989	1,779,065/ June 29, 1993	Frozen and prepared organically grown or wild harvested vegetables in Class 29; fresh organically grown or wild harvested vegetables in Class 31
NATIVE FARMS	74/583,178	October 6, 1996	Pending mark	Fresh fruits and vegetables in Class 31
MADE IN NATURE CERTIFIED ORGANIC and Design	74/128,105	January 4, 1991	1,798,053/ October 12, 1993	Fresh apples and pears in Class 31

Executed this 23rd day of July, 1998, at Westlake Village, California

DOLE FOOD COMPANY, INC.

By: 

Name: Edward A. Long

Title: Vice President - Treasurer

AGREEMENT
(Trademark)

MADE IN NATURE, INC., a California corporation ("MIN") hereby executes this AGREEMENT (TRADEMARK) (this "Agreement"), dated as of May 28, 1996, in favor of DOLE FOOD COMPANY, INC., a Hawaiian corporation ("Dole").

RECITALS

A. MIN and Dole have entered into (i) the Secured Promissory Note (the "Term Note") dated April 1, 1996 made by MIN in favor of Dole in the principal amount of \$1,500,000; (ii) the Secured Promissory Note (the "Interim Note," and, together with the Term Note, the "Notes") dated April 1, 1996 made by MIN in favor of Dole in the maximum principal amount of \$94,060; and (iii) the Loan Agreement between MIN and Dole dated April 1, 1996 (the "Loan Agreement") (all of the foregoing collectively referred to as the "Secured Obligations").

B. In connection with the execution and delivery of the Secured Obligations, MIN has executed and delivered to Dole a Security Agreement dated as of April 1, 1996 (together with all amendments and other modifications, if any, from time to time thereafter made thereto in accordance with the terms thereof, the "Security Agreement").

C. MIN has agreed to execute and deliver this Agreement in order to confirm the grant to Dole of a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, MIN agrees, for the benefit of Dole, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, MIN does hereby mortgage, pledge and hypothecate to Dole, and grant to Dole a security interest in, for its benefit, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all United States registered trademarks and service marks of MIN, registrations thereof, and applications therefor (collectively, the "Trademarks") listed in Attachment 1 hereto;
- (b) all reissues, extensions or renewals of any of the items described in clause (a); and
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by MIN for the purpose of registering the security interest of Dole in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Dole for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of Dole thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the payment in full of the Notes, Dole shall, at MIN's expense, execute and deliver to MIN all instruments and other documents as may be necessary or proper to release the lien upon the Trademark Collateral which has been granted hereunder.


SECTION 5. Acknowledgment. MIN does hereby further acknowledge and affirm that the rights and remedies of Dole with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MADE IN NATURE, INC.

By: 
Gerald Prolman
President and Chief Financial Officer

SCHEDULE A
UNITED STATES TRADEMARKS

Mark	Serial No.	Filing Date	Registration. No./ Date Registered	Goods/Services
MADE IN NATURE	73/818,252	August 10, 1989	1,779,065/ June 29, 1993	Frozen and prepared organically grown or wild harvested vegetables in Class 29; fresh organically grown or wild harvested vegetables in Class 31
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NOTE AND SECURITY INTEREST TERMINATION AGREEMENT

This Note and Security Interest Termination Agreement (this "Agreement") is entered into as of this 11th day of June, 1998 by and between Made in Nature, Inc., a California corporation ("MIN"), and Dole Food Company, Inc., a Hawaii corporation ("Dole").

Recitals

A. MIN executed a promissory note in the original principal amount of \$1,500,000 (the "Note") and a Security Agreement (the "Security Agreement"), each dated April 1, 1996 and in favor of Dole.

B. Pursuant to the Security Agreement, to secure payment under the Note MIN granted Dole a security interest in all of MIN's trademarks, service marks, tradenames, trade styles and trade dress (collectively, the "Collateral").

C. In connection with the Note and Security Agreement, MIN also executed an Agreement dated as of May 28, 1996 (the "Trademark Security Agreement") granting Dole a security interest in the Trademark Collateral (as defined therein).

D. Dole has agreed to accept \$500,000 in full and final satisfaction and payment of the Note and to release its security interest in the Collateral, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Dole shall accept a single cash payment in the amount of \$500,000 (the "Payment") in full satisfaction of any and all indebtedness owed it by MIN. The Payment shall be tendered to Dole via wire transfer instructions previously provided by Dole to MIN (of which receipt is hereby acknowledged by MIN) no later than June 12, 1998.

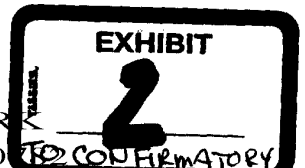
2. Promptly upon receipt of the Payment, Dole shall deliver the Note marked "Cancelled" to MIN or its assignee or successor in interest, together with an executed UCC Termination Statement.

3. Dole hereby acknowledges and agrees that upon receipt of the Payment pursuant to Section 1, Dole shall have no further claims arising out the Note, the Security Agreement or the Trademark Security Agreement against either MIN or Gerald Prolman, and Dole's security interest in the Collateral and Trademark Collateral shall be extinguished.

4. Dole hereby represents and warrants that, other than for the trademarks listed on Schedule A hereto, for which collateral assignments were filed with the United States Patent and Trademark office (the "PTO") by MIN, Dole has not filed any documents with the PTO assigning trademarks of MIN to Dole, whether as absolute or collateral assignments.

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5. Each party shall execute and deliver such additional instruments, documents or other writings as may be reasonably requested by the other party in order to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together, shall constitute a single instrument.

7. This Agreement shall be governed under and construed in accordance with the internal laws of the State of California.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the date first written above.

DOLE

MIN

Dole Food Company, Inc.

Made in Nature, Inc.

By: 

By: 

Name: David A. DeLorenzo
Title: President ; C.O.O.

Name: Gerald E. Pulman
Title: President

By: 

Name: John W. Tate
Title: Vice President & CFO

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UNITED STATES TRADEMARKS

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RECORDED: 08/03/1998

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